



REQUEST FOR PROPOSAL

R15- T136 MZ

Date issued: October 20, 2015

CONSTRUCTION EQUIPMENT RENTAL

THE CITY OF COLORADO SPRINGS
STREETS DEPARTMENT

PRE-PROPOSAL CONFERENCE

No Pre-Proposal Conference will be held on this RFP.

PROPOSALS ARE DUE NO LATER THAN

FRIDAY, NOVEMBER 13, 2015 AT 3:00 P.M.

Contact

Michael Zeller
Contracting Specialist
Colorado Springs, CO 80903-2599
(719) 385-5264
FAX (719) 475-8477
mzeller@springsgov.com

PROJECT BRIEF DESCRIPTION

See Exhibit 5 - Scope of Work

SECTION INDEX

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SECTION I

1.0 PROPOSAL INFORMATION

Section I provides general information to potential Offerors, such as proposal submission instructions and other similar administrative elements.

GENERAL INFORMATION

The City of Colorado Springs is using the [Rocky Mountain E-Purchasing System](#) for soliciting bids and proposals from vendors. This system will provide you with convenient online access to all bid and proposal information for City of Colorado Springs, as well as many other local agencies throughout Colorado. To receive email alerts of open requests for bid or requests for proposal in your field, please register with [Rocky Mountain E-Purchasing System](#), and complete your online registration. If you are currently registered as a vendor with them, you do not need to register again. The City is no longer using the City website for solicitation, and the Procurement Services Division of the City of Colorado Springs no longer maintains a bidders' list.

If there are accompanying plans with this project, the fee (if any) will also be listed. Local vendors need to come in to our office to pick up the plans. Other interested parties can order the plans online and arrange payment and/or shipping of the project documents via check, Visa/MasterCard and your Fed-Ex number.

This particular solicitation is fully downloadable at no charge.

1.1 RFP SCHEDULE OF EVENTS

The upcoming schedule of events is tentatively scheduled as follows:

<u>Event</u>	<u>Date</u>
Advertise (Post on City Web-site)	October 20, 2015
Issue Request for Proposal	October 20, 2015
Pre-Proposal Conference	<u>NA</u>
Cut Off Date for Questions	October 30, 2015 3:00PM
Questions about the RFP shall be emailed in writing and directed to Michael Zeller, at the following email address: mzeller@springsgov.com . A written response to any inquiry may be provided in the form of an Amendment to the solicitation. See 1.8 Amendments. Questions must be received no later than Friday October 30, 2015 3:00PM	

The only acceptable method of submitting questions is by email to the Contracting Specialist. Faxes or physical mail delivery are not acceptable.

Proposal Due Date Friday, November 13, 2015 at 3:00 P.M.

Short List Selection (if applicable) TBD

Short List Interviews (if applicable) TBD

Award of Contract (Letter of Intent) TBD

Notice-to-Proceed December 30, 2015

1.2 SUBMISSION OF PROPOSAL

- a. **Sealed Proposals** are to be submitted to:

Name
Title
30 S. Nevada Avenue, Suite 201
Colorado Springs, CO 80903

*******NO LATE OFFERS WILL BE ACCEPTED*******

- b. **Date/Time:** Proposals shall be received on or before:

3:00 pm MDT, Friday, November 13, 2015.

- c. **Identification of Proposal:**

Proposals shall be submitted in a sealed envelope(s) or container(s) with the solicitation number, date for submission of offer and the Offeror's name clearly marked on the outside of the envelope(s) or container(s).

RFP No. and Title:

Due Date:

Company:

- d. Any offer that is submitted without being properly marked may be opened for identification prior to the deadline for receipt of proposal and then resealed.

1.3 NUMBER OF COPIES

Offerors shall submit one unbound original set and **four (4)** copies of the proposal documents. This will greatly facilitate the evaluation process. The proposal shall remain the property of the City of Colorado Springs. The **unbound original** copy shall be clearly marked '**ORIGINAL**'.

1.4 SPECIAL TERMS

Please note the following definitions of terms as used herein:

- The term “Request for Proposal (RFP)” means a solicitation of a formal, negotiable proposal/offer. The offer is accepted which is deemed by The City of Colorado Springs to be most advantageous in terms of the criteria designated.
- The term “Offeror” means the person, firm, or corporation which submits a formal proposal and which may or may not be successful in being awarded the contract.
- The term “Contractor” or “Consultant” means the Offeror who is awarded the contract to provide the products or services specified.
- The term "Statutory" means requirements of Colorado law.

1.5 RFP OBJECTIVE

The objective of this RFP is to provide sufficient information to enable qualified Offerors to submit written proposals to the City of Colorado Springs. The RFP is not a contractual offer or commitment to purchase products or services. The Offeror may present options and variables to the scope while still meeting the minimum requirements of this solicitation. Innovative proposals/solutions are encouraged and considered in the selection and/or award.

All information must be legible. Any and all corrections and or erasures must be initialed. Each proposal shall be accompanied by a transmittal letter signed in ink by an authorized representative of the Offeror. The contents of the proposal submitted by the successful Offeror may become part of any contract awarded as a result of this solicitation.

1.6 CONFIDENTIAL OR PROPRIETARY INFORMATION

If an Offeror believes that parts of an offer are confidential, then the Offeror must so specify. The Offeror must stamp in bold letters the term CONFIDENTIAL on that part of the offer which the Offeror believes to be confidential. The Offeror must submit in writing specific detailed reasons, including any relevant legal authority, stating why the Offeror believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. The City of Colorado Springs will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers, which are not marked as confidential, will be automatically considered public information after the contract is awarded. The successful offer may be considered public information even though parts are marked confidential.

1.7 AMENDMENTS

Amendments to this RFP may be issued at any time prior to the time set for receipt of proposals. Offerors are required to acknowledge receipt of any Amendments (addenda) issued to this RFP by returning a signed copy of each amendment issued. Signed copies must be received on or before the time set for receipt of offers.

The City of Colorado Springs will post all addenda on the [Rocky Mountain E-Purchasing System](#). It is the Offeror's responsibility to check the website for posted addenda or contact the Contracting Specialist listed to confirm the number of Amendments which have been issued.

1.8 WITHDRAWAL OR MODIFICATION OF OFFERS

Any Offeror may modify or withdraw an offer in writing at any time prior to the deadline for submission of an offer.

1.9 ACCEPTANCE

- a. Any offer received shall be considered an offer, which may be accepted by the City of Colorado Springs based on initial submission without discussions or negotiations.
- b. By submitting an offer in response to this solicitation, the Offeror agrees that any offer it submits may be accepted by the City of Colorado Springs at any time within 60 calendar days from the date of submission deadline. The acceptance period of 60 calendar days from the date of submission will automatically be extended for an additional 60 calendar days unless the proposal expressly states that the acceptance period is limited to the initial 60 calendar day period.
- c. The City of Colorado Springs reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received, and/or to accept any portion of the offer if deemed in the best interest of the City of Colorado Springs. Failure of the Offeror to provide in its offer any information requested in the RFP may result in rejection for non-responsiveness.

1.10 PROPOSAL PREPARATION COST

The cost of proposal preparation is not a reimbursable cost. Proposal preparation shall be at the Offeror's sole expense and are the Offeror's total responsibility.

1.11 AWARD

The City of Colorado Springs intends to issue multiple contract awards using the evaluation criteria listed in the RFP to determine the best value considering all factors and criteria in the proposal submitted (see Section III for evaluation elements). Best

value means the expected outcome of an acquisition that, in the City's estimation, provides the greatest overall benefit in response to the requirement.

1.12 CONTRACT ADMINISTRATION

The City of Colorado Springs, **Streets Division** shall be responsible for the administration of the contract and for compliance with the interpretation of scope, scheduled services and cost compliance.

1.13 PERFORMANCE PERIOD

The performance period of the contract is anticipated to be as follows.

Base Year:	January 1, 2016-December 31, 2016
Option Year 1:	January 1, 2017-December 31, 2017
Option Year 2:	January 1, 2018-December 31, 2018
Option Year 3:	January 1, 2019-December 31, 2019
Option Year 4:	January 1, 2020-December 31, 2020

1.14 DEBRIEFING

Offerors not selected or placed on a short list may request a debriefing on the selection process as well as discussion of the strengths and weaknesses of their firm's proposal upon receipt of notification that their firm was not selected or short listed. Firms that were on the short list but not selected may request a debriefing after they have been notified that another firm was selected.

A debriefing may be scheduled by contacting the Contracting Specialist listed above. The Contracting Specialist must receive a written request for debriefing no later than ten (10) calendar days after issuance of a notification that an Offeror was not selected.

1.15 DULY AUTHORIZED SIGNATURE

The proposal must contain the signature of a duly authorized officer or agent of the Offeror's company empowered with the right to bind the Offeror.

1.16 SUBSTANTIVE PROPOSALS

By responding to this RFP, the Offeror certifies (a) that Offeror's proposal is genuine and is not made in the interest of, or on behalf of, an undisclosed person, firm, or corporation; (b) that Offeror has not directly or indirectly induced or solicited any other contractors to put in a false or sham bid; (c) that Offeror has not solicited or induced any other person, firm, or corporation to refrain or abstain from proposing a bid; (d) that Offeror has not sought by collusion to obtain for themselves any advantage over any other contractors or over the City of Colorado Springs; and (e) that Offeror has not violated or caused any

person to violate, and shall not violate or cause any person to violate, the Colorado Code of Ethics (C.R.S. 24-18-101 et. seq.).

1.17 OFFEROR'S QUALIFICATIONS

Each Offeror may additionally be required to show that they have satisfactorily provided products and performed similar work with companies, organizations or municipalities in the past and that no claims of any kind are pending against such work. No proposal will be accepted from an Offeror who is engaged on any work, which would impair their ability to perform or finance this work. All such work shall be disclosed in the Proposal.

No proposal will be accepted from, nor will a contract be awarded to, any Offeror who is in arrears to the City of Colorado Springs, Colorado, upon any debt or contract, or who is in default, as surety or otherwise, upon any obligation to the City or is deemed to be irresponsible or unreliable by the City of Colorado Springs.

1.18 NON-COLORADO CORPORATIONS

Unless waived by the City of Colorado Springs, before or at the time that the contract is awarded to a corporation outside the State of Colorado, such corporation shall obtain authorization to do business in the State of Colorado, designate a place of business herein, and appoint an agent for service of process.

Such corporation must furnish the City of Colorado Springs with a certificate from the Secretary of the State of Colorado to the effect that a certificate of authority to do business in the State of Colorado has been issued by that office and is still valid. There shall also be procured from the Colorado Secretary of State a certified copy of the designation of place of business and appointment of agent for service of process, or a letter from the Colorado Secretary of State that such designation of place of business and agent for service of process has been made.

1.19 PROCUREMENT RULES AND REGULATIONS

All formal projects advertised by the City of Colorado Springs are solicited in accordance with the City's Procurement Rules and Regulations. The City's Procurement Rules and Regulations can be reviewed and/or downloaded from the City Procurement Services Division website www.coloradosprings.gov/contracting. Any discrepancies regarding conflicting statements, decisions, irregularities, clauses, or specifications will be rectified utilizing the City's Procurement Rules and Regulations. It is the respondent's responsibility to advise the Contracting Specialist listed in these solicitation documents of any perceived discrepancies prior to the date and time the offer is due. Additionally, the City's Standard Specifications and General Provisions apply to all construction related projects.

1.20 PPRTA CLAUSES

PPRTA FUNDED PROJECTS

PPRTA Funding Special Provision: Joint Contracts - City of Colorado Springs and the Pikes Peak Rural Transportation Authority (PPRTA).

This contract is a joint contract between the Contractor, the City of Colorado Springs, and the Pikes Peak Rural Transportation Authority. The Parties therefore Agree to the following:

1. This PPRTA Funding Special Provision shall superede any contrary provision of this Contract.
2. The Contractor acknowledges and understands that this contract is funded in whole or in part by the PPRTA and administered by the City. Both the City and the PPRTA are Parties to this Contract.
3. The Contractor acknowledges and understands that all payments under this contract shall be made to the contractor by the PPRTA. PPRTA funding obligations shall be paid by PPRTA warrants. In the event there is Joint City / PPRTA funding, then payment to the Contractor by the PPRTA shall consist of Warrants from the City and Warrants from the PPRTA. The Contractor agrees to accept all payments made or proffered by the PPRTA under this Contract.
4. All bonds under this Contract shall include the City of Colorado Springs and the PPRTA as Obligees.
5. All insurance policies provided by the Contractor pursuant to this contract except Workers Compensation Insurance shall name both the City of Colorado Springs and the PPRTA as additional insureds. All insurance policies provided by any sub-contractor for any work pursuant to contracts with the Contractor, except Workers Compensation Insurance, shall also name both the City of Colorado Springs and the PPRTA as additional insureds.
6. Law: This contract is subject to and shall be interpreted under the law of the State of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of the City of Colorado Springs, Colorado, a Home Rule City and the Resolutions, Rules and Regulations of the PPRTA. Court venue and jurisdiction shall exclusively be in the Colorado District Court for El Paso County, Colorado. The Parties agree that this contract shall be deemed to have been made in, and the place of performance is deemed to be in, the City of Colorado Springs, El Paso County, State of Colorado. The Contractor shall insure that the Contractor and the Contractor's employees, agents, officers and subcontractors are familiar with, and comply with, applicable Federal, State, and Local laws and regulations as now written or hereafter amended.
7. Appropriation and availability of funds: In accord with the Colorado Constitution, Article X, Section 20, and the City Charter, performance of the City's obligations under this Contract is expressly subject to appropriation of funds by the City Council for this contract and the availability of those appropriated funds for expenditure. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the City's obligations under this Contract, or appropriated funds may not be expended due to Constitutional or City Charter spending limitations, then the City and the PPRTA may terminate this Agreement without compensation to the Contractor. Performance of the PPRTA's obligations under this IGA are expressly subject to appropriation of funds by the PPRTA and the availability of those funds for the payment of obligations incurred under this contract. Further, in the event that PPRTA funds are not appropriated in whole or in part sufficient for performance of the PPRTA's obligations under this Contract, or

appropriated funds may not be expended legal limitations on non-availability, then the City and the PPRTA may terminate this Contract without compensation to the Contractor.

8. Indemnification: The Contractor agrees that the Contractor shall indemnify, defend and hold harmless the City, its officers, employees and agents, and the PPRTA, its officers, employees and agents, from and against any and all loss, damage, injuries, claims, cause or causes of action, or any liability whatsoever resulting from, or arising out of, or in connection with the Contractor's obligations or actions under this Contract.
9. Warranties: All warranties provided by Contractor under or pursuant to this Contract to the City shall also apply to the PPRTA.
10. Final Payment: Final payment under this Contract shall be made in accord with the terms of this Contract, except that final payment shall be made by the PPRTA, and the making and acceptance of final payment shall constitute a waiver of all claims by the Contractor against the City and the PPRTA.
11. Termination or default of Contract: In all contract provisions giving the City the right to terminate, for convenience or otherwise, or giving the City rights in the event of default by the contractor, the term City shall include the PPRTA.
12. Change Orders:
 - a) The Contractor agrees and acknowledges as a part of this Contract that no change order or other form or order or directive may be issued by the City which requires additional compensable work to be performed, which work causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Contract, unless the Contractor has been given a written assurance by the City that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under a remedy-granting provision of this Contract.
 - b) The Contractor further agrees and acknowledges as a part of this Contract that no change order or other form or order or directive which requires additional compensable work to be performed under this Contract shall be issued by the City unless City or PPRTA funds are available to pay such additional costs, and, regardless of any remedy-granting provision included within this Contract, the Contractor shall not be entitled to any additional compensation for any additional compensable work performed under this Contract, including but not limited to emergency work, and expressly waives any rights to additional compensation, whether by law or equity, unless, prior to commencing the additional work, the Contractor was given a written change order describing the additional compensable work to be performed, and setting forth the amount of compensation to be paid, which change order was signed by the authorized City representative. It is the Contractor's sole responsibility to know, determine, and ascertain the authority of the City representative signing any change order under this Contract.
 - c) Any budget changes or significant changes to the design, requirements or scope of the Contract shall require the approval of the City and the PPRTA.

SECTION II

2.0 PROPOSAL CONTENT

Section II provides instructions regarding the format and content required for proposals submitted in response to this solicitation.

2.1 PROPOSAL FORMAT

The Offeror's written proposal should include the information in the format outlined below and must be limited to no more than twenty-five (25) pages. Offerors should include concise, but complete, information, emphasizing why the Offeror believes itself to be uniquely qualified to provide the required services. **A page shall be defined as 8-1/2" x 11", single sided, with one inch margins, and a minimum font of 10.** The only exception to the 8-1/2" x 11" paper size is that the proposed project schedule can be submitted on 11" x 17" paper. Each 11" x 17" page for the schedule shall be counted in the overall page limitations above. The following listed Exhibits are not count against the page limit:

- Exhibit 1: Proposal Certification
- Exhibit 2: Exceptions Document
- Exhibit 3: Minimum Insurance Requirements
- Exhibit 4: Sample Contract
- Exhibit 5: Scope of Work
- Exhibit 6: Base Year 2016 Pricing
- Exhibit 7: Option Year One 2017 Pricing
- Exhibit 8: Option Year Two 2018 Pricing
- Exhibit 9: Option Year Three 2019 Pricing
- Exhibit 10: Option Year Four 2020 Pricing
- Exhibit 11: Contract Contacts

2.2 COVER LETTER

The cover letter shall be no more than one page. No particular content is required.

2.3 PROPOSAL CERTIFICATION

The Offeror must fill out and submit Exhibit 1 with its Proposal.

2.4 ORGANIZATIONAL BACKGROUND AND OVERVIEW

The Offeror must provide a brief history and overview of its company and its organizational structure, with special emphasis on how this project will fit within that structure.

2.5 TECHNICAL AREA

A. Understanding of and Compliance with Technical Requirements

In the Technical Area, the Offeror should address each work area in sufficient detail to demonstrate a clear and full understanding of the work. The proposal should not merely parrot the requirements of the RFP. Further, the Offeror should provide evidence of sufficient planning to ensure the work is completed on schedule and within budget. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.

1. Does the proposal demonstrate a firm understanding of the requirements and goals of the Statement of Work, as well as industry standards and reasonable expectations for a company in the industry?
2. Does the proposal fully and completely address each requirement and goal of the Statement of Work?
3. Does the proposal provide solutions to indicate that requirements and goals will be met on schedule?
4. Does the technical solution seem realistic?
5. Does it generally appear that the offeror knows and thoroughly understands the business and requirement?

B. Project Approach

In the Technical Area, the Offeror should clearly present proposed solutions and indicate that it has performed adequate planning to accomplish tasks as defined in the Statement of Work. Innovations, efficiencies, and detailed specifics are all encouraged. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.

1. Does the proposal include a complete plan to accomplish each requirement, including subcontracting (if applicable)?
2. Does the proposal demonstrate that appropriate and qualified personnel and equipment will be provided to carry out the requirement?
3. Is the proper level of effort directed toward each requirement? Does the level of effort look unrealistically low or unreasonably high?

2.6 MANAGEMENT AREA

A. Program Management Controls

In the Management Area, the Offeror should provide a plan of operation, to include management of personnel, workload, schedule, and budget. It should also include an organization chart which demonstrates clear and effective lines of authority, responsibility, and communication for management, supervisory, and technical personnel. The plan should address which job classification or personnel will be assigned to each

task and how that determination is made. Basic human resource management concepts should be addressed, including hiring, firing, discipline, incentive plans, etc. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.

1. Does the proposal address the issues above in sufficient detail to demonstrate a sophisticated and mature management control system?
2. Are program management controls consistent with the technical portion of the proposal, especially regarding schedule and level of effort?
3. Does the plan and controls indicate that the offeror will obtain, keep, and efficiently utilize high quality personnel?
4. Does the offer address corrective actions?
5. Does the proposal explain how the offeror will remain within schedule and budget?

B. Past Performance/Relevant Experience

In the Management Area, the Offeror should provide at least three references or contracts demonstrating that it successfully provided services/products same or similar to those required in the RFP. The proposal should adequately explain how the projects were completed on schedule and within budget. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.

1. Does the proposal include at least three references or past performance citations?
2. Are the references or past performance citations relevant to the requirements of the Statement of Work of the RFP?
3. Does the offeror explain how they were successful on the projects provided as past performance?
4. Does the offeror apply the past performance to the City requirement in such a way as to demonstrate added value due to experience?

C. Key Personnel

In the Management Area, provide the names of the contact person and that person's backup for the areas specified in Exhibit 11: Contract contacts

1. Does the offeror provide complete contact information, as required in Exhibit 11?

2.7 PRICE/COST AREA

In the Price/Cost Area, the Offeror should provide a detailed breakdown of the price for each year of performance. The price should include unit costs for material, labor categories, hours, other direct costs (e.g. travel), indirect costs (i.e. overhead and general and administrative costs), and profit/fee. Offers must include sufficient detail to allow insight into the fairness and reasonableness of the price.

In addition, although price may not be the most important factor, it is still very important to the City of Colorado Springs. The Offeror's pricing must be competitive as compared to the budget amount, market pricing in the industry, and the pricing of the other offerors. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.

1. How does the price compare to the industry competition?
2. If low, is it unrealistically low?
3. If high, is there demonstrated added value for the additional cost?
4. Can you see how the price was built? If so, do the costs look appropriate for the task?
5. Does the offeror leave applicable costs out of the calculations? For instance, some will say travel is not included and will be an extra cost. This should be considered when comparing to other offerors.
6. Are there additional costs not addressed that the City would incur if the offeror were awarded the contract? If so, include those costs when comparing to the budget amount and the competition.

2.8 PROPOSAL PRESENTATION

Although not a section of the proposal, presentation is an important factor. Offerors should provide a highly professional product, which is complete, accurate, easily understood, and effectively presented.

2.9 EXCEPTIONS

All Offerors must complete and return with their proposal, Exhibit 2, Exceptions Form. Some terms and conditions are simply not negotiable. Exceptions may be grounds for rendering t

2.10 INSURANCE REQUIREMENTS

All Offerors must complete and return with their proposal, Exhibit 3, Minimum Insurance Requirements. Lack of responsiveness in this area may be grounds for rendering the proposal unacceptable without further discussions.

SECTION III

3.0 EVALUATION AND AWARD

Section III provides information regarding evaluation criteria and scoring. It also includes information regarding Offeror selection and award of the resultant contract.

3.1 EVALUATION CRITERIA

3.1.1 TECHNICAL AREA -- UNDERSTANDING OF AND COMPLIANCE WITH TECHNICAL REQUIREMENTS

See Section II - Item 2.5A

3.1.2 TECHNICAL AREA -- PROJECT APPROACH

See Section II - Item 2.5B

3.1.3 MANAGEMENT AREA -- PROGRAM MANAGEMENT CONTROLS

See Section II - Item 2.6A

3.1.4 MANAGEMENT AREA -- PAST PERFORMANCE/RELEVANT EXPERIENCE

See Section II – Item 2.6B

3.1.5 MANAGEMENT AREA -- KEY PERSONNEL

See Section II - Item 2.6C

3.1.6 PRICE/COST AREA -- PRICE/COST

See Section II – Item 2.7

3.1.7 PROPOSAL PRESENTATION AREA – PROPOSAL PRESENTATION

See Section II – Item 2.8

3.1.8 EXCEPTIONS AND INSURANCE

See Section II – Items 2.9 and 2.10

1.2 RANKING

A. The order of ranking or importance in the evaluation shall be as follows:

First: Technical Area

Second: Management Area

Third: Price/Cost Area

Fourth: Proposal Presentation Area

B. Possible scores for each criterion shall be as follows:

5 – Exceptional

4 – Very Good

3 – Satisfactory

2 – Marginal

1 – Unacceptable

C. Definitions for scoring are as follows:

1. The following apply to Technical and Management Areas:

Exceptional – The proposal meets all and exceeds many of the requirements of the RFP to the benefit of the City, and the information provided is of such a nature as to answer all questions without need for further inquiry. There are no corrective actions required, and no compromise of requirements is needed.

Very Good -- The proposal meets all and exceeds some of the requirements of the RFP to the benefit of the City, and the information provided is of such a nature as to answer most questions without need for further inquiry. There are no corrective actions required, and no compromise of requirements is needed.

Satisfactory -- The proposal meets the requirements of the RFP, and the information provided is of such a nature as to answer many questions without need for further inquiry. There are very few corrective actions required, and no substantive compromise of requirements is needed.

Marginal -- The proposal does not meet some of the requirements of the RFP, and the information provided is of such a nature as to require some clarification. There are some corrective actions required, and some non-substantive compromise of requirements is needed.

Unacceptable -- The proposal does not meet many of the requirements of the RFP, and the information provided is of such a nature as to require much clarification. There are many corrective actions required, and substantive compromise of requirements is needed.

2. The following apply to Price/Cost Area:

Exceptional – The proposal meets all and exceeds many of the requirements of the RFP to the benefit of the City, and the information provided is of such a nature as to answer all questions without need for further inquiry. There are no corrective actions required, and no compromise of requirements is needed. The price is lower than the budget amount and/or the average price of the competition.

Very Good -- The proposal meets all and exceeds some of the requirements of the RFP to the benefit of the City, and the information provided is of such a nature as to answer most questions without need for further inquiry. There are no corrective actions required, and no compromise of requirements is needed. The price is lower than the budget amount and/or the average price of the competition.

Satisfactory -- The proposal meets the requirements of the RFP, and the information provided is of such a nature as to answer many questions without need for further inquiry. There are very few corrective actions required, and no substantive compromise of requirements is needed. The price is very close to the budget amount and/or the average price of the competition.

Marginal -- The proposal does not meet some of the requirements of the RFP, and the information provided is of such a nature as to require some clarification. There are some corrective actions required, and some non-substantive compromise of requirements is needed. The price significantly exceeds the budget amount and/or the average price of the competition.

Unacceptable -- The proposal does not meet many of the requirements of the RFP, and the information provided is of such a nature as to require much clarification. There are many corrective actions required, and substantive compromise of requirements is needed. The price is far above the budget amount and/or the average price of the competition.

3. The following apply to the Proposal Presentation Area:

Exceptional – The proposal is professionally communicated, complete in all areas, provides sufficient detail, and is presented in a clear and effective manner. The quality far exceeds that of the competition, industry standard, or reasonable expectation.

Good -- The proposal is professionally communicated, complete in all areas, provides sufficient detail, and is presented in a clear and effective manner. The quality exceeds that of the competition, industry standard, or reasonable expectation.

Satisfactory -- The proposal is professionally communicated, complete in all areas, provides sufficient detail, and is presented in a clear and effective manner. The quality is equal to that of the competition, industry standard, or reasonable expectation.

Marginal -- The proposal is not professionally communicated and is incomplete in some areas, provides insufficient detail, and is not presented in a clear and effective manner. The quality is below that of the competition, industry standard, or reasonable expectation.

Unacceptable -- The proposal is not professionally communicated and is incomplete in many areas, provides insufficient detail, and is not presented in a clear and effective manner. The quality is far below that of the competition, industry standard, or reasonable expectation.

C. Area Scoring

The score for each area will be determined by multiplying the sum of the criteria in each area by the area evaluation factor. The area evaluation factors are as follows:

Technical Area: .35

Management Area: .30

Price/Cost Area: .25

Proposal Presentation Area: .10

D. Final/Overall Scoring

The final proposal score will be determined by adding the area scoring. The sum of the area scores will be the final/overall score.

2.2. SELECTION COMMITTEE

A selection committee will screen all proposals. Proposals will be ranked according to evaluation criteria above and scored as explained above. Through this process, the City will determine which proposals are acceptable or unacceptable. The City will notify, in writing, the participating firms whose proposals are deemed to be unacceptable. Those firms offering proposals deemed to be acceptable by the City will be evaluated and scored by the selection committee. This scoring will determine which Offerors are considered to be in the competitive range and may be the basis for an award decision without further steps.

If the selection committee elects not to award based upon evaluation scoring, it may engage in a forced elimination process. To inform this process, it may require oral presentations or interviews with the Offerors considered being in the competitive range. If oral presentations or interviews are conducted, they may also be scored, or they may simply be considered as information supporting the forced elimination process. The selection committee may request revisions to the proposal from each of the Offerors at the conclusion of the interviews. However, if it is deemed necessary to seek revisions to the proposals at the conclusion of the interviews, then all interviewed Offerors will be requested to submit revisions, and the revisions will be scored accordingly. The goal of the forced elimination process is to reach consensus. The decision will be based on all relevant factors, based upon perception of best value and may or may not reflect scoring ranking.

The City also reserves the right to request best and final offers from all Offerors.

1.3 AWARD OF CONTRACT

It is anticipated that there will be negotiations or discussions with Offerors. However, the City reserves the right to award without negotiations or discussions. The City also reserves the right to award a contract not necessarily or merely to the Offeror with the most advantageous price, but to the Offeror that demonstrates the best value to the City and the most substantiated ability to fulfill the requirements contained in this Request for Proposal. A contract prepared by the City will be finalized and/or negotiated with the successful Offeror. In the event a contract cannot be negotiated with the top ranked Offeror, the City may enter into negotiations with the second highest ranked Offeror, or the City may decide to call for new proposals. Immediately after the notice of award, the Contractor will begin planning in conjunction with the City of Colorado Springs staff (to be designated by the City) to ensure fulfillment of all its obligations. The Contractor may be expected to attend regular meetings as required by the City to assist in the preparation for startup.

SECTION IV

4.0 CONTRACT TERMS AND CONDITIONS

In addition to the contract terms and conditions listed below, the City's sample contract, see Exhibit 4, contains contract terms and conditions.

SECTION V

APPENDICES/EXHIBITS

- Exhibit 1: Proposal Certification
- Exhibit 2: Exceptions Document
- Exhibit 3: Minimum Insurance Requirements
- Exhibit 4: Sample Contract
- Exhibit 5: Scope of Work
- Exhibit 6: Base Year 2016 Pricing
- Exhibit 7: Option Year One 2017 Pricing
- Exhibit 8: Option Year Two 2018 Pricing
- Exhibit 9: Option Year Three 2019 Pricing
- Exhibit 10: Option Year Four 2020 Pricing
- Exhibit 11: Contract Contacts

EXHIBIT 1 PROPOSAL CERTIFICATION

1. Principal place of Business:

Does Offeror have an established office or facility in Colorado Springs? Yes___ No___

If yes, indicate address below if different than Principal place of Business.

Colorado Springs facility - Year established_____

% of Services that will be provided from this location

_____%

2. ___ The ability to provide a certificate of insurance evidencing the required coverage types and limits specified in Minimum Insurance Requirements exhibit. (It will be necessary that this certificate reflect the City of Colorado Springs as an Additional Insured as applicable.)

Indicate your ability to comply with the following requirements:

The City shall be added as an Additional Insured to all liability policies: Yes___ No___

Your property and liability insurance company is licensed to do business in Colorado:

Yes___ No___

Indicate the name of your property and liability insurance company here:

Name: _____

Your property and liability insurance company has an AM best rating of not less than B+ and/or VII:

Yes___ No___

Worker's Compensation Insurance is carried for all employees and covers work done in Colorado. Yes___ No___

2. _____ One (1) copy of the current financial statements (if required). Enclose financial information in a separate envelope; do not bind with the other proposal copies. If review of the information is to be restricted to the City's financial officer, it must be marked accordingly.

Provide a response to the following: Are any lawsuits; federal, state or local tax liens; or any potential claims or liabilities pending against you, the firm, or the officers of the firm at this time?

Yes___ No___

If yes, provide details on a separate sheet and attach to your proposal.

3. ___The completed and signed proposal. (Proposals must be identified according to the outline of this RFP document.) All required Exhibits are attached.

The Offeror certifies that no person or firm other than the Offeror or as otherwise indicated has any interest whatsoever in this offer or the Contract that may be entered into as a result of this offer and that in all respects the offer is legal and firm, submitted in good faith without collusion or fraud.

Offeror has delegated _____ as the Offeror's representative and contact for all questions or clarifications in regard to this offeror. Telephone # (____) _____ E-mail:_____.

Company Name: _____

Address: _____
(City, State and Zip Code)

PHONE: _____

FAX: _____

E-MAIL ADDRESS: _____

Authorized Signature: _____ Date: _____

Printed Name/Title: _____

Return this form with your Proposal.

EXHIBIT 2 EXCEPTIONS

Print the words "no exceptions"(here)_____ if there are no exceptions taken to any of the terms, conditions, or specifications of these proposal documents or contract.

If there are exceptions taken to any of the terms, conditions, or specifications of the proposal document or contract, they must be clearly stated on a separate sheet of paper attached to this sheet and returned with your proposal.

Note: All potential Offerors are hereby advised that exceptions taken may be considered during the evaluation phase which may affect the final scoring of proposals. Offerors stipulating that the City must use their contract or agreement may be determined non-responsive and their Proposal determined unacceptable.

Company Name: _____

Address: _____
(City, State and Zip Code)

Federal Tax ID#: _____

PHONE: _____

FAX: _____

E-MAIL ADDRESS: _____

Authorized Signature: _____ Date: _____

Printed Name/Title: _____

Return this form with your Proposal.

EXHIBIT 3 MINIMUM INSURANCE REQUIREMENTS

The following listed minimum insurance requirements shall be carried by all contractors and consultants unless otherwise specified in the City's solicitation package, Special Provisions or Standard Specifications.

1. X Workers' Compensation and Employers Liability as required by statute. Employers Liability coverage is to be carried for a minimum limit of \$100,000.

2. X Automobile Liability for limits not less than \$1,000,000 combined single limit for bodily injury and property damage for each occurrence. Coverage shall include owned, non-owned and hired automobiles.

3. X Commercial General Liability for limits not less than \$1,000,000 combined single limit for bodily injury and property damage for each occurrence and not less than \$2,000,000 aggregate. Coverage shall include premises and operations liability, blanket contractual, broad form property damage, products and completed operations and personal injury endorsements.

4. N/a Builders Risk or Installation Floater Insurance will be provided by the Owner (excluding earthquake or flood). This insurance shall insure and protect from all insurable risks of physical loss or damage. Contractors and subcontractors will be covered, excluding their own machinery, tools and equipment. The deductible under The Builders Risk or Installation Floater shall be sustained and borne by the Contractor. Losses will be adjusted with and made payable to the Owner and others as their interests may appear.

5. n/a Professional Liability Insurance providing coverage for acts, errors or omissions committed or alleged to have been committed by architects and engineers arising out of the conduct of their professional practice. The coverage shall carry a project limit of \$500,000. The coverage shall have an extended reporting period of 2 years following the date of substantial completion of the project for reporting of claims.

6. n/a Pollution Legal Liability Insurance for limits not less than \$1,000,000 per occurrence (or claims made) and not less than \$1,000,000 aggregate for bodily Injury, Personal Injury and property Damage. This coverage must include any losses arising from transit exposures and also include all costs associated with clean-up, containment, and disposal of any hazardous liquids or materials.

7. **Except for workers compensation, employer's liability insurance, and Professional Liability Insurance** the City of Colorado Springs and the Pikes Peak Rural Transportation Authority must be named as an additional insured. Certificates of Insurance must be submitted before commencing the work and provide 30 days notice prior to any cancellation except for 10 day notice with respect to non-payment of premium.

8. n/a Medical Malpractice Liability Insurance for limits not less than \$1,000,000 per occurrence.

9. X All coverage furnished by contractor is primary, and that any insurance held by the City of Colorado Springs Colorado Springs is excess and non-contributory.

The undersigned certifies and agrees to carry and maintain the insurance requirements indicated above throughout the contract Period of Performance

(Name of Company)

(Signature) (Date)

EXHIBIT 4 SAMPLE CONTRACT



THE CITY OF COLORADO SPRINGS
and the
PIKES PEAK RURAL
TRANSPORTATION AUTHORITY
REQUIREMENTS CONTRACT
CITY/PPRTA JOINT CONTRACT



CONTRACT NUMBER:		PROJECT NAME/TITLE				
VENDOR/CONTRACTOR						
CONTACT NAME:		TELEPHONE		FAX		
ADDRESS:						
FEDERAL TAX ID #		PLEASE CHECK ONE:	<input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP			
CITY CONTRACTING SPECIALIST	NAME & PHONE#	CITY DEPT REP	Name & Phone# & Department Name			
NOT TO EXCEED CONTRACT AMOUNT:		CITY ACCOUNT #	Acct Code (5) Fund (3) Dept (4) Project (7)			

THIS CONTRACT, in the Not to Exceed amount of \$_____ made and entered into this _____ day of _____ 2012 by and between the **City of Colorado Springs, Colorado**, a municipal corporation, in the County of El Paso, State of Colorado, party to the first part hereinafter in the Contract Documents referred to as the "City", and _____, and trading as an individual or acting as partners consisting of or a corporation organized and existing under the laws of the State of Colorado, hereinafter in the Contract Documents called the "Contractor"; party of the second part.

WITNESSETH:

Whereas the City has heretofore prepared the necessary Contract Documents for: _____, in the City of Colorado Springs; and whereas the party of the second part did on the _____ day of **2013** submit to the City their written offer and proposal to provide the materials and transportation if applicable for furnishing _____ in strict conformity with the accompanying Contract Documents which include Schedule B, Instructions to Bidders, Schedule C, Terms and Conditions, Schedule D, Special Provisions, and Schedule F, Specifications.

NOW, THEREFORE, it is hereby agreed that for the considerations and amounts specified in the Bid Proposal and the total contract amount designated above and in the Notice of Award, to be paid by the PPRTA (RTA) and/or the City to the Contractor, Contractor agrees to furnish all materials and to perform all work as set forth in his proposal and as required by the aforesaid Contract Documents.

It is further agreed that the Contractor will provide the awarded items on an as required/as ordered basis. The contract period of performance will be from _____ The City of Colorado Springs

reserves the right to extend this contract for up to four (4) additional one-year periods as specified in the bid document. Option year one has been pre-priced, see Schedule A.

FISCAL OBLIGATIONS OF CITY

This Agreement is expressly made subject to the limitations of the Colorado Constitution and Section 7-60 of the Charter of the City of Colorado Springs. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Colorado Springs, contrary to Article X, § 20, Colo. Const., or any other constitutional, statutory, or charter debt limitation. Notwithstanding any other provision of this Agreement, with respect to any financial obligation of the City which may arise under this Agreement in any fiscal year after the year of execution, in the event the budget or other means of appropriation for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure (i) shall act to terminate this Agreement at such time as the then-existing and available appropriations are depleted, and (ii) neither such failure nor termination shall constitute a default or breach of this Agreement, including any sub-agreement, attachment, schedule, or exhibit thereto, by the City. As used herein, the term "appropriation" shall mean and include the due adoption of an appropriation ordinance and budget and the approval of a Budget Detail Report (Resource Allocations) which contains an allocation of sufficient funds for the performance of fiscal obligations arising under this Agreement.

The Contractor and the City further agree and acknowledge as a part of this contract that no Change Order or other form or order or directive which requires additional compensable work to be performed under this contract shall be issued by the City unless funds are available to pay such additional compensable work performed under this contract, and expressly waives any rights to additional compensation, whether by law or equity, unless, prior to commencing the additional work, the contractor was given a written Change Order describing the additional compensable work to be performed, and setting forth the amount of compensation to be paid, which Change Order was signed by the authorized City Representative. It is the Contractor's sole responsibility to know, determine, and ascertain the authority of the City representative signing any Change Order under this contract.

Books of Account and Auditing. The Contractor shall make available to the City if requested, true and complete records, which support billing statements, reports, performance indices, and all other related documentation. The City's authorized representatives shall have access during reasonable hours to all records, which are deemed appropriate to auditing billing statements, reports, performance indices, and all other related documentation. The Contractor agrees that it will keep and preserve for at least seven years all documents related to the Contract, which are routinely prepared, collected or compiled by the Contractor during the performance of this contract.

The Contractor hereby Certifies that at the time of this certification, the Contractor does not knowingly employ or contract with an illegal alien and that the Contractor has participated or attempted to participate in the basic pilot program in order to verify that the Contractor does not employ any illegal aliens. "Basic pilot program" means the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, that is administered by the United States department of homeland security.

The City's Auditor and the Auditor's authorized representatives shall have the right at any time to audit all of the related documentation. The Contractor shall make all documentation available for examination at the Auditor's request at either the Auditor or Contractor's office and without expense to the City.

INDEMNIFICATION CLAUSE

Contractor shall indemnify, hold harmless and, not excluding the City's right to participate, defend the City, its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs, (hereinafter referred to collectively as "claims") for bodily injury or personal injury including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or

amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the City.

GRATUITIES:

1. The right of the Contractor to proceed or otherwise perform this Contract, and this Contract may be terminated if the City Manager and/or the City Contracting Manager determine, in their sole discretion, that the Contractor or any officer, employee, agent, or other representative whatsoever, of the Contractor offered or gave a gift or hospitality to a City officer, employee, agent or contractor for the purpose of influencing any decision to grant a City Contract or to obtain favorable treatment under any City Contract.

2. The terms "hospitality" and "gift" include, but are not limited to, any payment, subscription, advance, forbearance, acceptance, rendering or deposit of money, services, or any thing of value given or offered, including but not limited to food, lodging, transportation, recreation or entertainment, token or award.

3. Contract termination under this provision shall constitute an breach of contract by the Contractor, and the Contractor shall be liable to the city for all costs of reletting the contract or completion of the contract. Further, if the Contractor is terminated under this provision, or violates this provision but is not terminated, the Contractor shall be subject to debarment under the City's Procurement Regulations. The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract."

The Contractor certifies in accord with Section 8-17.5-102(1) C.R.S. that, on the date the Contractor signs this contract, the Contractor does not knowingly employ or contract with an illegal alien who will perform work under this contract and that the Contractor shall participate in the e-verify program or Colorado Department of Labor and Employment program in order to confirm the employment eligibility of all employees who are newly hired for employment or to perform work under this contract. The contractor is expressly prohibited from using basic pilot program procedures to undertake pre-employment screening of job applicants while this Contract and any services under this Contract is being performed.

CONTRACT SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused these presents to be executed on the day and the year first above written.

This contract is executed in one (1) original copy.

THE CITY OF COLORADO SPRINGS, COLORADO:
--

STEVE BACH, MAYOR

SECOND PARTY:

Corporate Name

Signature

Date

Title

Witness

PIKES PEAK RURAL TRANSPORTATION AUTHORITY (PPRTA):

APPROVAL SIGNATURE

EXHIBIT 5 SCOPE OF SERVICES FOR CONSTRUCTION EQUIPMENT RENTAL

DESCRIPTION:

Heavy equipment and related road construction equipment will be provided to the City of Colorado Springs on a short-term rental basis. Equipment will be utilized for roadway maintenance on Arterial, Collector, and Residential roadways as well as companion drainage projects throughout the City.

The Contractor shall provide the rental equipment using industry standard practices associated with this type of work, and conduct work in a professional manner. Before executing this contract, the contractor must fully understand the Contract Documents and Specifications regarding the work. No adjustment or modification to the Contract Documents, Work or the Terms, Specifications and Requirements of the Contract shall be allowed for any misunderstanding thereof. The selection of the materials and equipment for all Work shall be in accordance with the Contract Documents and all Federal, State and Local laws applicable to the Work being performed by the Contractor. The Contractor understands and agrees that CITY may modify, delete or add various portions of the work at the CITY'S discretion. **Bid prices SHALL REMAIN FIRM for the entire term of the initial Contract Award.**

Note:

- **The term work as used in this Scope of Work shall have the same meaning as short term, equipment rental.**
- **Labor as used in this Scope of Work shall pertain to maintenance and repair. The City will provide all equipment operators.**

GENERAL REQUIREMENTS:

- A. The contractor shall be completely responsible for the proper delivery and removal of equipment, including any damages or breakdowns caused by its failure to take appropriate action.
- B. It is the Contractor's responsibility to maintain the equipment and materials provided for the work consistent with applicable safety and health codes.
- C. This is a full service contract. For the purpose of this contract, full service shall mean that the Contractor's bid price includes, but is not necessarily limited to: all labor, parts, material and equipment costs; all emergency repairs; complete preventative maintenance, as recommended by the manufacturer, or specified herein, whichever is greater; all repairs, and replacement of parts, as necessary; all administrative, reporting, or other requirements, and all associated costs, including but not limited to travel, parking fees, permits, licenses, and insurance. Detailed Services are deemed to be understood by the Contractor and included herein.
- D. The City of Colorado Springs Procurement Services Division's interpretation of specifications shall be final and binding upon the Contractor.

- E. It shall be mutually agreed that the Contractor has included cost to remedy all deficient items in its offer, and it will be responsible for satisfactory functioning of the equipment, without additional compensation.
- F. The Procurement Services Division will make no allowance or concession to the contractor for any alleged misunderstanding, or deception, because of quantity, character, location, or other conditions.
- G. Should it appear that there is a real or apparent discrepancy between different section of specifications concerning the nature, quality, or extent of work to be furnished, it shall be assumed that the Contractor has based its bid on the more expensive manner. Final decision will rest with the Procurement Services Division.
- H. INSPECTION – Equipment provided shall be subject to inspection by the City at any time. Should it be found that the requirements of the specifications are not being met, the Procurement Services Division acting on behalf of the user agency, or on its own behalf, may terminate the contract and employ another Vendor to fulfill the requirements of the contract. The existing contractor shall be liable to the City for costs incurred on account thereof.
- I. STOP WORK ORDER – The Procurement Services Division reserves the right to stop work covered by this solicitation and the resulting contract at any time it is deemed the Contractor is unable or incapable of performing to the City's satisfaction. If the event of such stoppage the Procurement Services Division shall have the right to arrange for the completion of the work in such a manner as it may deem advisable, and if the cost there of exceeds the amount of the bid, the affected Contractor shall be liable to the City for any such cost on account thereof.
- J. The user agency representative reserves the right to reject and bar from the facility or job site any employee hired by the contractor that does not meet the City's requirements for cooperation and conduct.

SPECIFIC REQUIREMENTS:

- A. Equipment Condition Report: **A signed, written equipment condition report shall be provided to the user agency representative at the time of delivery. A similar written report shall be prepared at the time pf pickup prior to removal. No equipment will be received or removed without this report.** If, in the opinion of the authorized user agency representative the equipment as delivered does not meet the Contract terms or is in a state of disrepair, it shall be returned and other equipment delivered at the contractor's expense.

- B. Delivery and Pickup Charges: charges for pickup and delivery shall be **in addition to** the monthly or Weekly equipment rental rates.
- C. Right to Move Equipment: City agencies will have the right to move equipment at their own expense to locations different from the delivery point. Although the pickup location may not be the same as the delivery location, the only additional charges allowed to the Contractor will be for additional mileage, if any.
- D. Equipment Condition: Equipment shall be in good working order and be equipped with all OSHA required safeguards. Contractors shall make every effort to ensure equipment provided includes as many safety related options as practical. Unsatisfactory, unsafe or inoperable equipment, as determined by the City agency representative, shall be returned to the Contractor. Such equipment shall be picked up by the contractor at its own expense and no charges of any kind shall accrue.
- E. Availability of Equipment: Contractors are expected to deliver equipment within forty-eight hours of request. If equipment will not be available for delivery within forty-eight hours of request, Contractor shall inform the City user at the time of request to allow the City to locate an alternate source for the equipment.
- F. Highway and Special Permits: The contractor is responsible for obtaining all highway and other special permits that may be required for delivery.
- G. Model References: Whenever a particular Manufacturer/Model is referenced on bid sheets, such reference is intended to be descriptive, not restrictive. Bids will be accepted on an “or equal” basis. Manufacturer and model offered for rental shall be indicated on the bid sheet. If offering more than one Manufacturer/Model, separate prices must be submitted for each.
- H. Equipment Operators: Contract participants (the City and other authorized users) assure the contractor that only employees of the specific renting agency who are safe, qualified, trained operators will be allowed to operate the equipment.
- I. Contractors Coordinator: The contractor shall provide the user agency representative with the name of a contact person and phone number for all communications.
- J. Liability: The city shall not be liable for damages caused by improper maintenance of the equipment by the Contractor. For over-the-road vehicles, the contractor must maintain automobile insurance with at least one-million dollar single liability limit.
- K. Monthly Rate/Monthly Rental: the monthly rental price shall be for the number of consecutive days, excluding legal holidays, in the month the equipment is rented. For

daily usage in excess of the number of days in the month of equipment rental, the contractor shall be entitled to receive an additional 1/30th of the monthly rate for each additional day of equipment rental. (also see “NOTE” beneath “Weekly Rate”)

- L. Weekly Rate/Weekly Rental: The weekly rental price shall be for seven consecutive days excluding legal holidays. For each day of use in excess of 7 days the contractor shall be entitled to receive an additional 1/7th of the weekly rate.

NOTE: It is the intent of this solicitation to provide rental of equipment on a daily, weekly and monthly basis and it is the City’s intent that the shortest period of **most** rentals will be one month. However, on occasions when equipment rental for a month cannot be justified, the shortest rental period would be by the day or week.

SERVICE REQUIREMENTS:

- A. Maintenance and Repairs: The Contractor shall be responsible for all costs and expenses to keep the rented equipment in good working condition and repair. The Authorized User shall be responsible for fuel, grease, normal consumables (e.g. concrete saw blades, etc.) as defined by the equipment manufacturer and at intervals defined by the manufacturer. Tire replacement, when needed, will be arranged through the Contractor. The Contractor shall provide a price list of replacement materials as well as verbal and written instructions to the authorized User’s representative detailing the proper lubrications procedures for each rental unit. In addition, the Contractor shall provide the User with an Operations and Maintenance Manual and maintenance schedule for each rental unit at the time of delivery. The contractor shall inspect and service its equipment at intervals arranged with the user agency. The Contractor is responsible for all costs associated with its maintenance. The User will keep the contractor advised where the equipment is located. In the event of a dispute, the Procurement Services Division reserves the right to collect information and render a decision.
- B. Downtime: Deductions shall not be made for reasonable downtime as determined by the City. Reasonable downtime shall include time necessary for routine service (i.e. oil change), or minor repairs, requiring less than one hour. Repairs other than routine service, or minor repairs, are to be performed by the Contractor, or arranged for by the Contractor, at no cost to the City. Equipment shall be considered “down” during these periods and the rental period extended accordingly, or a monetary adjustment satisfactory to the user agency representative shall be provided. **Under normal rental conditions** any piece of equipment that breaks down or is damaged shall be repaired within **two (2) business days** after notification by the user agency representative. **If the rental equipment is being used for snow removal or emergency situations (e.g., road spills, natural disaster recovery, etc.)** repair or replacement must be made within **ten (10) consecutive hours** after notification by the user agency representative. Failure to make these repairs, or make replacement of equipment of similar size and capacity, will result in an assessment for damages of 1/30th of the monthly rental price, per calendar day of

delay or 1/7th of the weekly charge if a weekly rental rate is applicable, until the equipment is repaired or replaced.

EMERGENCY/URGENCY SERVICE:

- A. The Contractor shall provide emergency/urgency service on an “as required” basis. Emergency/Urgency service shall be considered calls in addition to the scheduled preventive maintenance calls. All labor, travel costs, parts, and supplies will be the responsibility of the contractor. In the event of physical damage to equipment caused by accident or misuse by participating agency personnel, necessary repair/replacement costs will be borne by the agency renting the equipment. These costs are not to exceed current labor rates and manufacturer’s suggested retail prices for charges for similar service to other government entities. All charges for repairs are to be detailed on an invoice and issued to the user agency.
- B. Emergency/Urgency Service shall be provided as needed on a twenty-four hour, seven day a week basis. To ensure the City that the Contractor will respond promptly, the Contractor agrees to provide an emergency telephone service on a twenty-four hour, seven day a week basis. From the time the call is made by the user agency representative, the contractor has a maximum of eight hours to begin actual repairs.

TRANSPORTATION CHARGES:

Transportation charges consist of the following:

Loading for Transport:

- Charge to load equipment at Contractor’s shop and to unload at job site
- OR-
- Charge to load equipment at job site and unload at Contractor’s shop
- Charge for each shall be the same; if Contractor loads and delivers equipment to site AND loads and delivers from site to shop, “Loading for Transport” shall be charged twice.

Mileage Charge:

- The per mile charge will be used to determine the total round trip mileage multiplied by the number of miles for a round trip delivery.

Tolls, Permits, Other charges:

- The “Loading for Transport” and the “Mileage Charge” shall cover all costs and all charges associated with preparing equipment, loading and unloading equipment, transporting and delivering equipment, etc.
- Costs for tolls, permits, etc. associated with loading, transporting, delivering, unloading, etc. shall already be included in “Loading for Transport” and “Mileage charge”.

PRICE REDUCTION:

Contractors may reduce their pricing to Authorized Users at any time.

METHOD OF PAYMENT:

Invoices for payment shall be submitted to the user agency at the end of each month on a company invoice for services satisfactorily completed during that month. This invoice will contain, among other things:

- Name of contractor
- Contract Number
- Name of User Agency
- Location where service was performed

All invoices shall be net-30 upon receipt and approval by the using department and/or agency.

LIQUIDATED DAMAGES:

If the contractor fails to complete on-site repairs of equipment or provide like equipment on a loan basis within the time specified herein, it is understood and the Contractor hereby agrees that the amount of 1/30th of the monthly rental price or 1/7th of the weekly rental price, whichever is applicable, shall be deducted from the monies due the contractor for each intervening calendar day until the equipment is repaired or replaced, not as penalty, but as liquidated damages. **TIME SHALL BE AND IS OF THE ESSENCE.**

ADDITIONAL EQUIPMENT:

The City reserves the right to add different types of equipment than those listed in this solicitation as needs occur. The equipment rental rates will be negotiated at the time of need and added to the equipment rental rate schedules.

DESCRIPTION OF ITEMS:**Earth Moving Construction Equipment: (Bid Tab 1)**

<u>Item</u>	<u>Description</u>
1.01	<u>Bulldozer w/Angle blade, 60 to 70 HP</u> – John Deere 450 J, Cat D3G, Dresta TD7 or equal. Approximate specifications: Power shift, 4 forward, 4 reverse speed, track width 16 inches, equipped with a 6 way blade
1.02	<u>Bulldozer w/Angle and tilt blade, 85-105 HP</u> – John Deere 650J, Cat D5G, Dresta TD 8/9M, Komatsu D37/39 or equal. Approximate specifications: power shift, 4 forward and 4 reverse speeds, track width 18-22 inches, equipped with a 6 way blade
1.03	<u>Crawler Loader, 75 to 105 HP</u> – John Deere 605C, Cat 939C, or equal. Approximate Specifications: 1.25 Cu yd bucket, power shift, 4 forward and 4 reverse speeds, track width 14 inches
1.04	<u>Excavator, Crawler, 75 HP</u> - John Deere 490E, Kobelco KD905, Komatsu PC120, Caterpillar 311 or equal. Approximate specifications: 75 HP, bucket sizes for

regular duty (heaped) 1/2 - 3/4 cu. yd. bucket, maximum digging depth 19 ft. 9in., maximum digging reach 28 ft. 3 in..

1.04.1 Boom Tip Swivel Option for above Item – multi-axis Helac brand or equal.

1.04.2 Bucket “Thumb” Attachment Option for above Item.

1.05 Excavator, Crawler, 145 HP - John Deere 690E, Kobelco SK210 LC, Komatsu PC200LC, Case 9030B or equal. Approximate specifications: 125 to 165 HP, bucket sizes for regular duty (heaped) 5/8 - 3/4 cu.yd., maximum digging depth 19 ft.

1.06 Excavator, Crawler, Operating Weight 15,432 to 17,635 Lbs. - Caterpillar 308C, IHI 70Z, Kobelco 70SR/80CS, Link-Belt 75 Spin Ace, New Holland E70/80 or equal.

1.06.1 Boom Tip Swivel Option for above Item – multi-axis Helac brand or equal.

1.06.2 Bucket “Thumb” Attachment Option for above Item.

1.07 Excavator, Crawler, Operating Weight 17,636 to 24,250 Lbs. – John Deere 75/85D, IHI 80NX-3, Link-Belt 80 Spin Ace, Takeuchi TB180FR or equal.

1.08 Excavator, Crawler, Operating Weight 26,455 to 28,659 Lbs. – John Deere 120D, Link-Belt 130X2 LC, Volvo EC140CL or equal.

1.08.1 Boom Tip Swivel Option for above Item – multi-axis Helac brand or equal.

1.08.2 Bucket “Thumb” Attachment Option for above Item.

1.09 Excavator, Crawler, Operating Weight 30,864 to 35,272 Lbs. – Hyundai R140LCD, Kobelco 115SRDZ, Komatsu PC138USLC-8, New Holland E130/135 or equal.

1.09.1 Boom Tip Swivel Option for above Item – multi-axis Helac brand or equal.

1.09.2 Bucket “Thumb” Attachment Option for above Item.

1.10 Excavator, Crawler, Operating Weight 41,887 to 46,296 Lbs. – Caterpillar 318C, Hyundai R180LCD, Kobelco ED195 or equal.

1.10.1 Boom Tip Swivel Option for above Item – multi-axis Helac brand or equal.

1.10.2 Bucket “Thumb” Attachment Option for above Item.

- 1.11 Excavator, Crawler, Operating Weight 52,910 to 55,114 Lbs. – Caterpillar 321/324D, Hitachi 240LC-3, Hyundai R210LC-7, John Deere 225/240D, Kobelco 215SR, Komatsu PC220LC-8, LinkBelt 225 Spin Ace, Volvo ECR235CL or equal.
 - 1.11.1 Boom Tip Swivel Option for above Item – multi-axis Helac brand or equal.
 - 1.11.2 Bucket “Thumb” Attachment Option for above Item.
- 1.12 Excavator, Crawler, Operating Weight 55,115 to 61,728 Lbs. – Caterpillar 324D, Hyundai R250LC-7A, John Deere 240D, Kobelco 235SR, Link-Belt 240, Volvo EC240C or equal.
 - 1.12.1 Boom Tip Swivel Option for above Item – multi-axis Helac brand or equal.
 - 1.12.2 Bucket “Thumb” Attachment Option for above Item.
- 1.13 Long Reach Excavator, 40 to 60 ft. boom length – Similar to excavators in operating weight classes of 41,887 to 61,728 lbs., however the boom length is significantly longer and machine is appropriately counter balanced.
- 1.14 Excavator, Hydraulic, Truck-mounted, .75 Cu. Yd. – Badger 460 Hydroscopic, Gradall XL 2300 or equal. Approximate specifications: 100 HP.
 - 1.14.1 Boom Tip Swivel Option for above Item – multi-axis Helac brand or equal.
 - 1.14.2 Bucket “Thumb” Attachment Option for above Item.
- 1.15 Excavator, Hydraulic, Truck-mounted, 1.0 Cu. Yd. – Badger 670 Hydroscopic, Gradall XL 4100 or equal. Approximate specifications: 135 HP.
 - 1.15.1 Boom Tip Swivel Option for above Item – multi-axis Helac brand or equal.
 - 1.15.2 Bucket “Thumb” Attachment Option for above Item.
- 1.16 Excavator, Hydraulic, Truck-mounted, 1.75 Cu. Yd. – Gradall XL 5100 or equal. Approximate specifications: 162 HP.
 - 1.16.1 Boom Tip Swivel Option for above Item – multi-axis Helac brand or equal.
 - 1.16.2 Bucket “Thumb” Attachment Option for above Item.
- 1.17 Excavator, Wheeled or Truck-mounted, Operating Weight 15,432 to 24,250 Lbs. – Gallmac WMW100/115, Terex TW110 or equal.

- 1.17.1 Boom Tip Swivel Option for above Item – multi-axis Helac brand or equal.
- 1.17.2 Bucket “Thumb” Attachment Option for above Item.
- 1.18 Excavator, Wheeled or Truck-mounted, Operating Weight 28,660 to 33,068 Lbs. – Caterpillar M313D, Doosan Solar 140WV, Gallmac WMW150, Hyundai R140W-7A or equal.
 - 1.18.1 Boom Tip Swivel Option for above Item – multi-axis Helac brand or equal.
 - 1.18.2 Bucket “Thumb” Attachment for above Item.
- 1.19 Excavator, Wheeled or Truck-mounted, Operating Weight 33,069 to 37,477Lbs. – Caterpillar M315D, Hyundai R170W-7A, Terex 1705M or equal.
 - 1.19.1 Boom Tip Swivel Option for above Item – multi-axis Helac brand or equal.
 - 1.19.2 Bucket “Thumb” Attachment Option for above Item.
- 1.20 Excavator, Wheeled or Truck-mounted, Operating Weight 37,478 to 39,682 Lbs. – Caterpillar M316D, Doosan Solar 180WV, Gradall XL3300, Terex 1905, Volvo EW160C or equal.
 - 1.20.1 Boom Tip Swivel Option for above Item – multi-axis Helac brand or equal.
 - 1.20.2 Bucket “Thumb” Attachment Option for above Item.
- 1.21 Mini-Excavator, Operating Weight 2,204 to 3305 Lbs. – Bobcat 418, Coyote CE15, Hyundai R15-7, New Holland E15, Volvo EC15B, Yanmar B15 or equal.
 - 1.21.1 Rubber Tracks Option for above Item.
 - 1.21.2 Boom Tip Swivel Option for above Item – multi-axis Helac brand or equal
 - 1.21.3 Breaker Attachment Option for above item.
 - 1.21.4 Bucket “Thumb” Attachment Option for above Item
- 1.22 Mini-excavator, Operating Weight 4,409 to 5,510 Lbs. – Ditch Witch MX202, Hyundai R22-7, Komatsu PC20MR-2, Vermeer CX224, Yanmar ViO20 or equal.
 - 1.22.1 Rubber Tracks Option for above Item.
 - 1.22.2 Boom Tip Swivel Option for above Item – multi-axis Helac brand or equal.
 - 1.22.3 Bucket “Thumb” Attachment Option for above Item.
 - 1.22.4 Breaker Attachment Option for above item.
- 1.23 Mini-excavator, Operating Weight 5,511 to 6,612 Lbs. – Bobcat 325G, Caterpillar 302.5C, Coyote CE25, Gehl 283Z, Hitachi 27U-2, Hyundai R28-7, John Deere

27D, Kobelco 27SR-3, Komatsu PC27MR-2, Kubota U25S, New Holland E27, Terex TC29, Volvo ECR28, Yanmar ViO27-5 or equal.

1.23.1 Rubber Tracks Option for above Item.

1.23.2 Boom Tip Swivel Option for above Item – multi-axis Helac brand or equal.

1.23.3 Bucket “Thumb” Attachment Option for above Item.

1.23.4 Breaker Attachment Option for above item.

1.24 Mini-excavator, Operating Weight 7,716 to 8,817 Lbs. – Bobcat 430G, Caterpillar 303.5C, Coyote CE35R, Gehl 383Z, Hyundai R36N-7, Kobelco 35SR-3, Komatsu PC35MR-2, Kubota U35S2, New Holland E35, Terex TC37 or equal.

1.24.1 Rubber Tracks Option for above Item.

1.24.2 Boom Tip Swivel Option for above Item – multi-axis Helac

1.24.3 Bucket “Thumb” Attachment Option for above Item.

1.24.4 Breaker Attachment Option for above item

1.25 Mini-excavator, Operating Weight 8,818 to 9,919 Lbs. – Bobcat 335, Coyote CE45, Ditch Witch XT1600, JCB 8040ZTS, Kubota KX121-3, Volvo EC45 or equal.

1.25.1 Rubber Tracks Option for above Item.

1.25.2 Boom Tip Swivel Option for above Item – multi-axis Helac brand or equal.

1.25.3 Bucket “Thumb” Attachment Option for above Item.

1.25.4 Breaker Attachment Option for above item

1.26 Motor Grader, 115 to 145 HP - Caterpillar 120M, Champion C110/116C, LeeBoy 785, New Holland G140 or equal. Approximate specifications: direct drive, power shift, 8 forward & 4 reverse speeds, blade base 101 in., blade lift above ground 19 in., blade pitch 54 degrees, turning radius 22 ft., overall length 327 in.

1.27 Motor Grader, 170 to 200 HP – Caterpillar 140M, John Deere 772/870D, Komatsu GD655-3/675-3, New Holland G170, Volvo G940/946/960 or equal.

1.28 Mini Grader – PSI MG618, Gehl 7478, Leeboy 635B or equal.

LOADERS/BACKHOES/CONSTRUCTION EQUIPMENT: (Bid Tab 2)

<u>Item</u>	<u>Description</u>
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2.01	<u>Backhoe/Loader, Rubber-tired, Digging Depth 17 Ft. and Up</u> - Caterpillar 450E, JCB 3/4CX, John Deere 710J or equal. Approximate specifications: 115 HP, 4 forward & 4 reverse speeds, 4-wheel drive, loader bucket 1.75 cu. yds., extended hoe, maximum lifting capacity 7,300 lbs.
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- 2.01.1 Plate Compactor attachment option for above item
- 2.01.2 Sheepsfoot roller attachment option for above item
- 2.02 Backhoe/Loader, Rubber-tired, w/Hydraulic Impact Pavement Breaker - Same as previous Item but includes hydraulic impact pavement breaker Teledyne TB625 or equal.
 - 2.02.1 Plate Compactor attachment option for above item
 - 2.02.2 Sheepsfoot roller attachment option for above item
- 2.03 Front End Loader, 90 to 100 HP - Caterpillar 914G, Coyote C17-4, JCB 411HT, John Deere 344J, Kawasaki 50Z, Komatsu WA150-5, Terex TXL160-1, Volvo L40/45B or equal. Approximate specifications: Rubber-tired, 4 forward & 4 reverse speeds, 1.75 - 2.38 cu. yd. bucket, dump clearance, 45 degree dump 110 inches.
- 2.04 Front End Loader, 150 to 175 HP – Case 721E, Caterpillar 938, Hyundai HL757-7A, JCB 436HT, John Deere 624J, Kawasaki 70ZV-2, Komatsu WA320-5, New Holland W170B, Terex TXL250-2, Volvo L90F or equal. Approximate specifications: 3.50 cu. yd. bucket.
- 2.05 Front End Loader w/4-in-1 Bucket - Same as previous Items but with a 4-in-1 bucket.
- 2.06 Skid Steer Loader, Load Rating 1,251 to 1,351 lbs. – Bobcat S130, Gehl 4240E, John Deere 313, Mustang 2041, New Holland L150 or equal. Approximate specifications: 40 HP, Total operating weight of machine 4,700 lbs.
 - 2.06.1 Rubber Tracks Option for above Item.
 - 2.06.2 Hydraulic Breaker Attachment Option for above Item.
 - 2.06.3 Kickbroom Attachment Option for above item
 - 2.06.4 Brush Mower Attachment Option for above item.
- 2.07 Skid Steer Loader, Load Rating 1,601 to 1,751 lbs. – Bobcat S175, Gehl 4640E, John Deere 317, Mustang 2054, Thomas 175 or equal. Approximate specifications: 53 HP, 1,700 lb. Rated.
 - 2.07.1 Rubber Tracks Option for above Item.
 - 2.07.2 Hydraulic Breaker Attachment Option for above Item.
 - 2.07.3 Kickbroom Attachment Option for above item
 - 2.07.4 Brush Mower Attachment Option for above item.
- 2.08 Skid Steer Loader, Load Rating 2,350 to 2,500 lbs. – Bobcat S250, Case 450, Caterpillar 252B, John Deere 325, New Holland L185, Thomas 250, Volvo MC110B or equal. Approximate specifications: 74 HP, 2,400 lb. Rated.

- 2.08.1 Rubber Tracks Option for above Item.
 - 2.08.2 Hydraulic Breaker Attachment Option for above Item.
 - 2.08.3 Kickbroom Attachment Option for above item
 - 2.08.4 Brush Mower Attachment Option for above item.
 - 2.08.5 Alternative rear steering option for above item.
 - 2.08.6 High flow hydraulic option for above item.
- 2.09 Mini Front-end Loader, operating weight 8,000 to 10,000 Lbs – Wacker WL7, CAT 904B or equal.

ASPHALT/BITUMINOUS/PAVEMENT CONSTRUCTION EQUIPMENT: (Bid Tab 3)

- | Item | Description |
|------|--|
| 3.01 | <u>Asphalt Paver, Wheel or Track-mounted w/10 Ft. and up Power Extendible Screed, Operating Weight up to 29,000 to 35,500 lbs.</u> – Barber-Greene BG-230D, Leeboy 8616, Caterpillar AP-800D, Caterpillar AP 1055E/F, Dynapac F121/141WD, Terex Cedarapids CR452, Vogeles 5103-2, Volvo Blaw Knox PF3172 - Blaw Knox PF3172 or equal. Approximate specifications: 130 HP, 10 ft. capacity. |
| 3.02 | <u>Asphalt Paver, Wheel or Track mounted w/10 Ft.and up Power Extendible Screed and Joint Matcher</u> - Same as Item 3.01 but includes joint matcher. |
| 3.03 | <u>Asphalt Paver, Wheel or Track mounted w/10 Ft.and up Power Extendible Screed and Grade & Slope Control</u> - Same as Item 3.01, but includes grade & slope control. |
| 3.04 | <u>Asphalt Paver,Wheel or Track mounted w/10 Ft.and up Power Extendible Screed w/Joint Matcher and Grade & Slope Control</u> - Same as Item 3.01, but includes joint matcher and grade & slope control. |
| 3.05 | <u>Asphalt Reclamation/Recycling Attachment</u> - Asphalt Zipper AZ550B or equal |
| 3.06 | <u>Cold Planer and Milling Machine w/Conveyor - Less Than or Equal to 25 In. Cutting Width</u> – Carlson CP1220, Dynapac PL350/500/600, Wirtgen W35/50/60 or equal. |
| 3.07 | <u>Cold Planer and Milling Machine 26 to 40 In. Cutting Width</u> – Bomag BM1000/30, Caterpillar PM102, Dynapac PL1000, Wirtgen W1000or equal. |
| 3.08 | <u>Skid Steer Mounted Cold Planer Attachment</u> – Completely self-contained and requires no hydraulic or electrical power from the skid steer itself. Equipment includes master control panel, hour meter, shutdown system and 25 gallon on board pressurized water system. Roadhawg or equal. |

- 3.09 Crack Sealant Melter/Applicator, - oil jacketed, diesel fired, electrically heated hose and wand, material conveyor, onboard compressor. CRAFCO Super Shot / EZ Series II, Patcher II, or equal.

3.09.1 Hot Mastic Applicator for Patcher II or equal.

- 3.10 Road Widener Attachment, 600 Ton - Capable of being mounted on most makes of loaders and graders. Nominal capacity of 600 tons/hr. Spread width: 1 - 8 ft.; depth: 12 in. above to 12 in. below pavement level; weight: not to exceed 8,400 lbs.; width: not to exceed 11 ft. 6 in. Extendable push roller frame (14 in. adjustment) with self-cleaning, left and right discharge, oscillating rollers. To include installation and removal at agency site. Midland WA or equal.

- 3.11 Walk Behind Saw – Saws in this class are considered mid-range to large service saws. They will come with 30-60 HP diesel or gasoline engines. Maximum depth of cuts is normally 10-16 inches. Speed of cut is 0-220 FPM range. Transmissions are normally hydrostatic with variable speed control. Blade Guards vary from 20” to 36” depending on application.

COMPACTION EQUIPMENT: (Bid Tab 4)

<u>Item</u>	<u>Description</u>
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- | | |
|------|---|
| 4.01 | <u>Vibratory Roller, Operating Weight 6,613 to 11,022 Lbs.</u> – Beuthling B350/400, Bomag BW135/138AD, Caterpillar CB34, Dynapac CC142, Hamm HD13/14 , JCB Vibromax VMT390/400/480/500, Rammax AR33/40, Sakai SW330, Terex TV1300/1400-1, Volvo DD31/38HF or equal. Hydrostatic drive, diesel-powered. |
| 4.02 | <u>Vibratory Roller, Operating Weight 17,636 to 22,045 Lbs.</u> – Bomag BW151/161AD-4, Dynapac CC322, Hamm HD90, Volvo DD90 or equal. Equipped with articulating and offset drums. |
| 4.03 | <u>Vibratory Roller, Operating Weight 24,912 Lbs. and Up</u> – Bomag BW284, Caterpillar CB634D, Dynapac CC722, Hamm HD120/130, Hypac C784, Sakai SW850/900, Volvo DD132/138 or equal. Equipped with articulating and offset drums. |
| 4.04 | <u>Sheeps Foot Roller</u> – Rollers in this class are single drum and vibratory. Perating weights will be in the 9,000 to 12,000 Lb range. Number of pads will vary by manufacture, drum size, etc., but it is expected that the drum will have somewhere in the area of 70 pads at 8 square inches each. |
| 4.05 | <u>Remote Control Roller</u> – Bomag BMP 8500 or equal. |
| 4.06 | <u>Pneumatic Tired Roller</u> – Dynapac CP1200, Bomag BW11RH-5, CAT CW-34, or equal. |
| 4.07 | <u>Walk Behind Roller</u> – Single drum, adjustable transport hooks for different truck confiurations, stabilizing rollers, beveled drum edges, multi position handle, variable speed control, on/off for vibratory use. Multiquip V304H or equal. |

LIFTING EQUIPMENT: (Bid Tab 5)

<u>Item</u>	<u>Description</u>
5.01	<u>Crane, Truck, Carrier-mounted, 88,184 to 110,230 Lb. Lift Rating</u> – Link-Belt HTC-8650, Terex, T550 or equal.
5.02	<u>Forklift, Indoor/Outdoor 4,800 Lbs. 12 Ft. Height Capacity</u> - TCM FG25N5 or equal. Approximate Specifications: Triple mast with 42 in. forks, LP gas-powered, P/S, A/T, overhead guard, load bucket.
5.03	<u>Forklift, Rough Terrain, Up to 5,000 Lb. Lift Rating</u> – Loadlifter 4000, Master Craft 4000, Noble R40, Swinger 1600, Waldon 5100 or equal. Approximate Specifications: 36 ft. lift height; 4WD w/6,000 lb. capacity.
5.04	<u>Forklift, Rough Terrain, 5,000 to 6,000 Lb. Lift Rating</u> – Loadlifter 5000, Master Craft 5000, Noble R50, Wiggins AT96/W50 or equal. Maximum 45 ft. lift height; 4WD w/10,000 lb. capacity.
5.05	<u>Material Conveyor, Portable</u> – For filling salt domes. Kimco 2470 or equal. Approximate Specifications: 160 TPH, 35 ft. discharge height.
5.06	<u>Scissor Lift, 40 to 45 Ft. Height Rating</u> – Genie GS-4390, Haulotte HS4388RT, JLG 4394RT, Skyjack 8841 or equal. All-terrain drive, 40 ft. min. lift downriggers 2,000 lbs. min. deck capacity, 4 ft. x 8 ft. work platform.
5.07	<u>Telehandler 10,000 Lb. Lift Rating</u> – Case TX1055, Caterpillar TL1055, Gehl DL10H, Genie GTH-1048, Gradall 534D10, JCB 550-170, LiftKing LK100R, Manitou MRT2150P, SkyTrak 10054, Xtreme XRM1068, ZoomBoom ZB10044 or equal.

GENERATORS/LIGHT TOWERS/COMPRESSORS: (Bid Tab 6)

<u>Item</u>	<u>Description</u>
6.01	<u>Generator, 30 KW Capacity</u> - Approximate Specifications: water-cooled, diesel-powered, 30 KW capacity.
6.02	<u>Generator, 60 KW Capacity</u> - Approximate Specifications: water-cooled, diesel-powered, 60 KW capacity.
6.03	<u>Reciprocating Air Compressor, Trailer-mounted, 175 CFM Capacity</u> - Approximate Specifications: diesel-powered, 65 H., 175 CFM capacity.
6.04	<u>Rotary Screw Air Compressor, Trailer-mounted, 375 CFM Capacity</u> - Approximate Specifications: diesel-powered, 110 HP, 375 CFM capacity.
6.05	<u>Light Towers</u> – Light towers in this class will be trailer mounted with a telescoping mast capable of 360 degree rotation. Tower height will reach a minimum of 30 feet. Mast will retract and stow for travel. Flood lights will normally be 4 ea. 1,000 watt lamps; balloon type lights preferred. Working

- weight for these machines will normally be in the 1900 to 2300 Lb range.
Runtime for these machines will be in the 50-60 hour range with 4 lights working.
- 6.06 Variable Message Board – 2T trailer mounted 8 ft x 12 ft LED display; solar powered
- 6.07 Arrow Board – Trailer mounted, solar powered.

MATERIAL HANDLING/MOWING/SWEEPING EQUIPMENT: (Bid Tab 7)

- | Item | Description |
|------|--|
| 7.01 | <u>Broom, Drawn, Rear or mid-mounted</u> - Sweepster H84/MBB 53 MH, Broce 350 Series, or equal. |
| 7.02 | <u>Broom, Tractor, Front or Rear-mounted</u> - Sweepster D32C6/MB HT or equal. |
| 7.03 | <u>Brush Chipper, Trailer-mounted, 12 In.</u> - Asplundh JEY-D12, Morbark 13 E-Z or equal. Approximate Specifications: Self-feed, diesel-powered, 65 HP, 12 in. capacity. |
| 7.04 | <u>Brush Chipper, Trailer-mounted, 20 In.</u> - Self-loading, Vermeer BC2000 or equal. Approximate Specifications: Self-feed, diesel-powered 200 HP, 20 in. capacity, 3,000 lb. lift. |
| 7.05 | <u>Brush Mower, Diesel Tractor</u> – w/min. 4 cyl. engine, 70 PTO at 540 RPM; 20 gal fuel capacity; equipped w/rotating amber warning light; (ref. Deere 6200/New Holland TL90/Case IH-C80) left, right, and rear flail mowers; min. cut width 16 ft.; auto shut-off when wing is raised to transport position, and electric lockout to prevent starting with wing mowers engaged. |
| 7.06 | <u>Log Loader, Truck-mounted, 1,000 Lb. Capacity</u> - Prentice 120C or equal 22 ft. horizontal reach boom, continuous rotation, 42 in. grapple, min. wt. 6,200 lbs. Mounted on 6 x 4 tandem axle conventional cab diesel dump, min. 53,000 GVWR (Ford LNT8000/Navistar 8100 or equal). |
| 7.07 | <u>Mower, All-Terrain, All-Wheel-Drive Diesel-powered with ROPS</u> - Excel 9400 UTR or equal. |
| 7.08 | <u>Screening Plant, Portable, 49 HP</u> - 3 to 5 cu. yd. bucket, 1/4 in. to 4 in. screen, 5th wheel towing, Read CV-90-D or equal. |
| 7.09 | <u>Stump Cutter, Trailer-mounted</u> - Vermeer SC Series or equal (various sizes) |
| 7.10 | <u>Sweeper, Mechanical, Truck-mounted Dual Broom</u> - High Dump, Schwarze M5000 or equal. |
| 7.11 | <u>Sweeper, Vacuum, Truck-mounted Dual Broom</u> - Tymco 600 or equal. |
| 7.12 | <u>Tractor (Mower), Mid-Size w/60" Mower Decks</u> - Ford TC21D or equal. |

- 7.13 Tractor, Compact Utility, 4WD, 70 HP - Same as three previous Items but with 70 HP.
- 7.14 Tractor (Mower), "Over the Rail" - Same as previous Item except 60 PTO min. and safety cage on right side and top of operator's position. OTR boom mower (ref. Alamo Versa-Boom) w/48 in. flail axe; 360° swinging knives; min. boom reach up-20 ft.; out-21 ft.; down-12 ft.; boom swing: 120°.
- 7.15 Tractor (Mower), "Over the Rail" w/Limb Cutter - Same as pervious Item except equipped with Alamo "Timbercat" hydraulic limb cutter, 5 ft. length min.
- 7.16 Tub Grinder, Portable, 350 HP - 10 ft. tub, 100 yds./hr., 5th-wheel towing, Morbark 1000 or equal.
- 7.17 Tub Grinder, Portable, 600 HP - 12 ft. tub, 130 yds./hr. capacity, 5th-wheel towing, Morbark 1200 or equal.
- 7.18 Pothole Patching Truck – Truck mounted, 3-6CY asphalt hopper with dry radiant or transfer oil heat system. Self-contained unit with jackhammer and compaction equipment. Unit will also contain a spoils hopper. Pro-patch, Unitized, or equal.

MISCELLANEOUS CONSTRUCTION EQUIPMENT: (Bid Tab 8)

- | Item | Description |
|------|--|
| 8.01 | <u>Catch Basin Cleaner, 80 GPM</u> - Combination truck chassis vacuum unit w/dual-mounted hose reels; 80 GPM water pump; min. 220 ft.-1/2 in. ID hose; fail safe vacuum cut-off system; (Truck ref.; Mack RD600P, or equal); 33,000 lb. GWVR; 10,000 lb. Front axle; 23,000 lb. Rear axle; diesel engine, min. 190 gr. HP. |
| 8.02 | <u>Catch Basin Cleaner, 30 GPM</u> - Same as above (previous Item) except equipped with minimum 300 ft. of 3/4 in. hose and 30 GPM @ 3,000 PSI pump VAC-Con/Vactor 2110 or equal. |
| 8.03 | <u>Concrete Pump, Trailer-mounted, w/50 Ft. Hose Min.</u> - Schwing BPA 750 RD or equal. Approximate Specifications: 51 HP, 42 yds./hr. capacity. |
| 8.04 | <u>Sewer Cleaner, Hydraulic, Trailer-mounted</u> - Aquatech SJ600E or equal. |
| 8.05 | <u>Sewer Jet, Trailer-mounted</u> - Not less than 38 HP; min. 700 gal. tank capacity; pressure-cleaning attachment installed w/25 ft. 1/2" HP Hose; pistol grip gun; HD hose reel w/400 ft. long 5/8 in. ID HP sewer cleaning hose; Trailer w/safety chains w/latch hooks; tongue w/lunette ring to fit T60, and T100 pintle hooks, adjustable from 24 in. to 36 in. |
| 8.06 | <u>Sewer Jet/Vac, Combination</u> - Vactor Jet-Rodder Model 810-D or equal. 9 cu. yd. capacity, debris body flush out system, cold weather recirculation system, telescopic boom with 23 ft. reach from center of truck. |

SEE ATTACHED EXHIBITS 6-10 PRICING SHEETS

EXHIBIT 6 – BASE YEAR 2016 PRICING

EXHIBIT 7 – OPTION YEAR ONE- 2017 PRICING

EXHIBIT 8 – OPTION YEAR TWO- 2018 PRICING

EXHIBIT 9 – OPTION YEAR THREE- 2019 PRICING

EXHIBIT 10 – OPTION YEAR FOUR – 2020 PRICING

EXHIBIT 11: CONTRACT CONTACTS

Offeror must provide the names and contact information for the following positions

Contractor Name			
Address			
City		State	Zip Code

MAIN CONTACT FOR ORDERING EQUIPMENT

Contact Name	Telephone Number
Date Started with Company	Fax Number
Pager/Cell	Email

ALTERNATE CONTACT FOR ORDERING EQUIPMENT

Contact Name	Telephone Number
Date Started with Company	Fax Number
Pager/Cell	Email

MAIN CONTACT FOR EQUIPMENT REPAIRS/REPLACEMENT/ETC.

Contact Name	Telephone Number
Date Started with Company	Fax Number
Pager/Cell	Email

ALTERNATE CONTACT FOR EQUIPMENT REPAIRS/REPLACEMENT/ETC.

Contact Name	Telephone Number
Date Started with Company	Fax Number
Pager/Cell	Email

MAIN CONTACT FOR INVOICES/PAYMENTS/ETC

Contact Name	Telephone Number
Date Started with Company	Fax Number
Pager/Cell	Email